

Judge Mary Jo Heston  
Chapter 13  
Location: Tacoma  
Hearing Date: May 20, 2024  
Hearing Time: 1:00 pm  
Response Due: May 13, 2024

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON AT TACOMA

IN RE:

SARAH HOOVER,

Debtor,

BK Case No. 19-42890-MJH

Adversary Case No. 20-04002-MJH

**JOINT MOTION TO DISMISS  
DEFENDANT IH6 PROPERTY  
WASHINGTON, L.P.**

SARAH HOOVER,

Plaintiff,

v.

QUALITY LOAN SERVICE CORP. OF  
WASHINGTON, *et. al.*,

Defendants.

**I. RELIEF REQUESTED**

Plaintiff Sarah Hoover (“Hoover”) and defendant IH6 Property Washington, L.P., a Delaware limited partnership (“IH6 Property”), move this Court for an order dismissing IH6 Property with prejudice. Hoover and IH6 Property have settled this matter and, per the terms of their agreement, Hoover requests an order dismissing IH6 Property with prejudice. This Motion is made under Fed. R. Civ. P. 41(a)(2).

**II. STATEMENT OF FACTS**

MOTION TO DISMISS IH6 PROPERTY  
WASHINGTON LP WITH PREJUDICE - 1

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1 On March 28, 2024, Hoover and IH6 Property entered into a settlement agreement (the  
2 “Settlement Agreement”) resolving all claims asserted by Hoover against IH6 Property. Under  
3 the Settlement Agreement, the parties agreed that, after discharging its obligations thereunder,  
4 Hoover would dismiss IH6 Property with prejudice. IH6 Property discharged its obligations under  
5 the Settlement Agreement. Hoover, through counsel, circulated a proposed agreed order  
6 dismissing IH6 Property with prejudice to the parties. IH6 Property approved the order; however,  
7 the PHH Mortgage Company Defendants<sup>1</sup> have not agreed to stipulate to the dismissal without  
8 certain conditions that have not been agreed to by the parties. Therefore, because not all parties to  
9 the action have stipulated to the dismissal of IH6 Property, this Motion is necessary.  
10

### 11 III. LEGAL AUTHORITY

12 Pursuant to Fed. R. Civ. P. 41(a)(2), made applicable by Fed. R. Bankr. P. 7041, an action  
13 may be dismissed at the plaintiff’s request only by court order, on terms that the court considers  
14 proper. Here, Plaintiff requests that the Court dismiss IH6 Property with prejudice. IH6 Property  
15 agrees that it should be dismissed with prejudice, this motion reflects the agreement of the  
16 movants, and there is no reason to delay entry of an order dismissing IH6 Property from this case.  
17

### 18 IV. CONCLUSION

19 For the foregoing reasons, Hoover and IH6 Property request an order granting its motion  
20 and dismissing IH6 Property with prejudice.  
21

22 Dated this 29<sup>th</sup> day of April 2024.  
23  
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<sup>1</sup> PHH Mortgage Services, HSBC Bank USA, NA as Trustee, and NEWREZ, LLC.

1  
2 SEATTLE CONSUMER JUSTICE, PS

3 By: /s/ Christina L Henry

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